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6 **UNITED STATES DISTRICT COURT**
7 **FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

8 NORTHWEST SHEET METAL WORKERS
9 ORGANIZATIONAL TRUST; NORTHWEST SHEET METAL
10 WORKERS WELFARE FUND; NORTHWEST SHEET
11 METAL WORKERS PENSION FUND; NORTHWEST SHEET
12 METAL WORKERS SUPPLEMENTAL PENSION TRUST;
13 WESTERN WASHINGTON SHEET METAL TRAINING
14 TRUST; NORTHWEST SHEET METAL LABOR
15 MANAGEMENT COOPERATION TRUST; and SHEET
16 METAL WORKERS LOCAL 66,

17 Plaintiffs,

18 v.

19 VIGOR SHIPYARDS,

20 Defendant.

No.

**COMPLAINT FOR
MONIES DUE AND
FOR INJUNCTIVE
RELIEF**

21 **JURISDICTION AND VENUE**

22 1. This is an action brought pursuant to Section 301 of the National Labor Relations
23 Act, as amended (hereafter "the Act"), 29 U.S.C. § 185, and Section 502 of the Employee
24 Retirement Income Security Act of 1974 (hereafter "ERISA"), 29 U.S.C. § 1132. Jurisdiction
25 and venue are conferred upon this Court by 29 U.S.C. § 185(a), 1132(a), (e) and (f).

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COMPLAINT - 1

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PARTIES

2. Plaintiff NORTHWEST SHEET METAL WORKERS ORGANIZATIONAL TRUST (hereafter “Northwest Organizational Trust”) is a labor-management trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Northwest Organizational Trust is administered in the State of Washington from its place of business at 118 North Lewis Street, Suite 110, Monroe, WA 98272.

3. Plaintiff NORTHWEST SHEET METAL WORKERS WELFARE FUND (hereafter “Welfare Trust”) is a labor-management health and welfare trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Welfare Fund is administered in the State of Washington.

4. Plaintiff NORTHWEST SHEET METAL WORKERS PENSION FUND (hereafter “Pension Trust”) is a labor-management pension trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Pension Fund is administered in the State of Washington.

5. Plaintiff NORTHWEST SHEET METAL WORKERS SUPPLEMENTAL PENSION TRUST (hereafter “Supplemental Pension Trust”) is a labor-management pension trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Pension Fund is administered in the State of Washington.

6. Plaintiff WESTERN WASHINGTON SHEET METAL TRAINING TRUST (hereafter “Training Trust”) is a labor management training fund created pursuant to the

provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Training Trust is administered in the State of Washington.

7. Plaintiff NORTHWEST SHEET METAL LABOR MANAGEMENT COOPERATION TRUST (hereafter "Cooperation Trust") is a labor-management trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Cooperation Trust is administered in the State of Washington.

8. Plaintiff SHEET METAL WORKERS LOCAL 66 ("Local 66") is a labor organization. It represents for purposes of collective bargaining persons who are employed in the construction and marine repair industries. Those industries affect commerce within the meaning of the Act.

9. Defendant VIGOR SHIPYARDS ("Defendant"), is a marine repair employer and is a party to a collective bargaining agreement with Local 66. That industry affects commerce within the meaning of the Act. Defendant has employed or does employ persons represented by Local 66. Defendant's principal place of business is 1801 16th Ave. SW, Seattle, Washington 98134.

CLAIM FOR RELIEF

10. Plaintiffs incorporate by reference as though set forth fully herein paragraphs 1 through 9 above.

11. The collective bargaining agreement between Defendant and Local 66 was in effect at all times material hereto. By that agreement Defendant became obligated to make monthly contributions to plaintiffs Welfare, Pension, Supplemental Pension, Organizational, Cooperation and Training Trusts on behalf of employees represented by Local 66.

1 12. Defendant has also agreed to and has received money from its Local 66
2 employees, as part of the employees' after-tax wages, which Defendant is and was obligated on a
3 monthly basis to deposit into each employee's account, or submit to Local 66 as part of each
4 employee's dues obligation. Defendant holds such money in trust.

5 13. Payments due to the Welfare, Pension, Supplemental Pension, Organizational,
6 Cooperation and Training Trusts, and the amounts of employees' after-tax wages held in trust by
7 Defendant, are calculated pursuant to a contribution reporting form required to be prepared
8 monthly by Defendant.

9 14. The completed contribution reporting form and accompanying payment are due at
10 the Welfare office and address within fifteen (15) days after the end of each calendar month and
11 are considered delinquent if not received by that date.

12 15. For the period of May 2016, Defendant failed either timely or entirely to file its
13 contribution reporting forms and to make payments due to plaintiffs despite its obligation under
14 the collective bargaining agreement to do so and despite demand by plaintiffs.

15 16. Unless ordered by this Court, Defendant will continue to refuse to file
16 contribution reporting forms and to pay to the Welfare, Pension, Supplemental Pension,
17 Organizational, Cooperation and Training Trusts, and Local 66 the payments due them. As a
18 result, plaintiffs will be irreparably damaged.

19 17. In addition to the unpaid contributions, plaintiffs are entitled to the following
20 pursuant to Section 502(g) of ERISA, 29 U.S.C. § 1132(g), and Section 301 of the Act, 29
21 U.S.C. § 185, as amended:

- 22 (a) Interest on the unpaid or delinquent contributions;
- 23 (b) An amount equal to the greater of:
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- 25

- (i) interest on the unpaid contributions (hereinafter “penalty”), or
- (ii) liquidated damages in an amount equal to 20% of the amount awarded as unpaid or delinquent contributions, as provided for in the Trust Agreement (hereinafter “liquidated damages”); and
- (c) Reasonable attorneys’ fees and the costs of this action.

18. A copy of this complaint will be served upon the Secretary of Labor and the Secretary of the Treasury by certified mail as required by ERISA, 29 U.S.C. § 1132(h).

WHEREFORE, plaintiffs demand judgment against the Defendant:

1. Obligating Defendant to pay to plaintiffs Welfare, Pension, Supplemental Pension, Organizational, Cooperation and Training Trusts, and Local 66, the full amount of contributions owing to it for the period of May 2016 to date of judgment, with the proper amount of interest and with a penalty or liquidated damages as established by Section 502(g) of ERISA, 29 U.S.C. § 1132(g), the Trust Agreement, and the collective bargaining agreement;

2. Restraining and enjoining Defendant, its officers, agents, servants, attorneys, and all persons acting on its behalf or in conjunction with it from: (a) refusing to file contribution reporting forms due to plaintiffs Welfare, Pension, Supplemental Pension, Organizational, Cooperation and Training Trusts, and Local 66 for the period from May 2016 to the date of judgment, and for all periods thereafter for which Defendant is obligated to file such reports under the terms of the collective bargaining agreement, and (b) refusing to pay to plaintiffs Welfare, Pension, Supplemental Pension, Organizational, Cooperation and Training Trusts, and Local 66 all funds, including interest, penalties, and liquidated damages, due for the period May 2016 to the date of judgment, and for all periods thereafter for which Defendant is obligated to make payments under the terms of the collective bargaining agreement;

DATED this 5th day of January, 2017.

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